

UNITED STATES BANKRUPTCY COURT
DISTRICT OF PUERTO RICO

IN THE MATTER OF:
JULIO ALBERTO RIVAS RODRIGUEZ
Debtor(s)

CASE NO: 23-00245 ESL
CHAPTER 13

MOTION REQUESTING POST CONFIRMATION MODIFICATION
OF PLAN DATED APRIL 5, 2024

TO THE HONORABLE COURT:

COMES NOW, debtor(s) through the undersigned attorney and to this Honorable Court respectfully state(s), allege(s) and pray(s) as follows:

1. Debtor(s) is submitting an amended plan dated April 5, 2024, with this Notice. The purpose of the amended plan is to:
 - a. To amend **Part 2, section 2.1** to increase plan monthly payment and plan base. **Part 3, section 3.2** to eliminate Small Business ADM; **section 3.5** to include Small Business ADM (surrender Food Truck and equipment); to include CANDEL COOP (surrender 2018 Toyota Tacoma); **section 3.6** to eliminate CANDEL COOP adequate protection (Toyota Tacoma); **section 3.7** to eliminate secured creditor (CANDEL COOP – CLAIM #8). **Part 4, section 4.3** to clarify balance of attorney’s fees; **section 4.6** to eliminate Toyota Tacoma insurance. **Part 8, section 8.6** to include provision.
2. That the plan herein attached complies with the provisions of the Chapter 13 and all other applicable provisions of title 11 of the United States Code. The plan has been proposed in good faith and not by any means forbidden by law. The dates of the effective date of the plan, of property to be distributed under the plan on account of each allowed unsecured claims is not less than the amount that would be paid on such claims if the estate of the debtor were liquidated under chapter 7 of the Bankruptcy Code on such date; and Debtors will be able to make all payments under the plan and to comply with the plan.

WHEREFORE, it is respectfully requested from this Honorable Court to approve the attached post confirmation plan dated April 5, 2024.

NOTICE:

Within twenty-one (21) days after service as evidence by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the objection will be deemed unopposed and may be granted unless: (1) the requested relief is forbidden by law. (2) The requested relief is against public policy; or (3) in the opinion of the Court, the interest of justice requires otherwise.

WE HEREBY CERTIFY that on this same date and by electronic CM/EC filing system, copy of this Notice has been sent to Mr. José R. Carrion Morales, Esq., Chapter 13 Trustee, PO Box 9023884, Old San Juan Station, San Juan, PR 00902-3884 and to all interested parties mentioned in attached Master Address List.

Respectfully submitted,

In Hatillo to San Juan, Puerto Rico this 5th day of April 2024.

HATILLO LAW OFFICE, PSC
Attorney for Petitioner
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Hatillo PR 00659
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ELECTRONICALLY FILED
/s/ Jaime Rodríguez-Pérez
USDC PR 221011

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

In Re:
JULIO ALBERTO RIVAS RODRIGUEZ

xxx-xx-1862

Case No.: **23-00245 ESL**

Chapter 13

☐ Check if this is a pre-confirmation amended plan

☒ Check if this is a post confirmation amended plan
Proposed by:

☒ Debtor(s)

☐ Trustee

☐ Unsecured creditor(s)

Puerto Rico Local Form G

Chapter 13 Plan dated April 5, 2024 .

If this is an amended plan, list below the sections of the plan that have been changed.

2.1; 3.2; 3.5; 3.6; 3.7; 4.3; 4.6 and 8.6

PART 1: Notices

To Debtor(s): This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. The headings contained in this plan are inserted for reference purposes only and shall not affect the meaning or interpretation of this plan.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you must file a timely proof of claim in order to be paid under this plan, unless ordered otherwise.

If a claim is withdrawn by a creditor or amended to an amount less than the amount already disbursed under the plan on account of such claim: (1) The trustee is authorized to discontinue any further disbursements to related claim; (2) The sum allocated towards the payment of such creditor's claim shall be disbursed by the trustee to Debtor's remaining creditors. (3) If such creditor has received monies from the trustee (Disbursed Payments), the creditor shall return funds received in excess of the related claim to the trustee for distribution to Debtor's remaining creditors. (4) If Debtor has proposed a plan that repays his or her creditors in full, funds received in excess of the related claim shall be returned to the Debtor.

The following matters may be of particular importance. Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 8.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

PART 2: Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

PMT Amount	Period(s)	Period(s) Totals	Comments
\$1,085.00	1 Months	\$1,085.00	
\$0.00	1 Months	\$0.00	
\$1,085.00	1 Months	\$1,085.00	

\$2,416.00	1 Months	\$2,416.00	
\$123.00	1 Months	123.00	
\$0.00	1 Months	\$0.00	
\$2,416.00	1 Months	\$2,416.00	
\$0.00	1 Months	\$0.00	
\$2,416.00	1 Months	\$2,416.00	
\$0.00	5 Months	\$0.00	
\$520.00	46 Months	\$23,920.00	
Subtotals	60 Months	Total plan base \$33,461.00	

Insert additional lines if needed

If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

2.2 Regular payments to the trustee will be made from future income in the following manner:

Check all that apply

- ☐ Debtor(s) will make payments pursuant to a payroll deduction order.
☒ Debtor(s) will make payments directly to the trustee.
☐ Other (specify method of payment): _____

2.3 Income tax refunds:

Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will comply with 11 U.S.C. § 1325(b)(2). If the Debtor(s) need(s) to use all or a portion of such "Tax Refunds," Debtor(s) shall seek court authorization prior to any use thereof.

2.4 Additional payments:

Check one.

- ☒ **None.** If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

PART3: Treatment of Secured Claims

3.1 Maintenance of payments and cure of default, if any.

Check one.

- ☒ **None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

Check one.

- ☒ **None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.
The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

Insert additional claims as needed.

3.3 Secured claims excluded from 11 U.S.C. § 506.

Check one.

- ☒ **None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien Avoidance.

Check one.

- ☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral.

Check one.

Debtor **JULIO ALBERTO RIVAS RODRIGUEZ**Case number **23-00245**☐
☒**None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

The Debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The Debtor(s) request that upon confirmation of this plan, the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 below.

Name of creditor**COOPACA****FREEDOMROAD FINANCIAL****CANDEL COOP****CANDEL COOP****SMALL BUSINESS ADM****CANDEL COOP****POPULAR AUTO****Collateral****SAVINGS AND SHARES ACCOUNT NUMBER 1700: COOPACA, ARECIBO BRANCH****2019 ROYAL INFIELD INT 650****SHARES ACCOUNT NUMBER 9764: (TOYOTA TACOMA)****SHARES ACCOUNT NUMBER 6357: (KIA RIO)****FOOD TRUCK AND EQUIPMENT INVENTORY****2018 TOYOTA TACOMA****2020 INFINITI QX50***Insert additional claims as needed.***3.6 Pre-confirmation adequate protection monthly payments ("APMP") to be paid by the trustee.**☒ Payments pursuant to 11 USC §1326(a)(1)(C):*Name of secured creditor**\$ Amount of APMP**Comments***CANDEL COOP (KIA RIO)****152.00**

Counting from the filing of proof of claim until order confirmation plan.

Insert additional claims as needed.

Pre-confirmation adequate protection payments made through the plan by the trustee are subject to the corresponding statutory fee.

3.7 Other secured claims modifications.*Check one.*☐**None.** If "None" is checked, the rest of § 3.7 need not be completed or reproduced.☒

Secured claims listed below shall be modified pursuant to 11 U.S.C. § 1322(b)(2) and/or § 1322(c)(2). Upon confirmation, the trustee shall pay the allowed claim as expressly modified by this section, at the annual interest rate and monthly payments described below. Any listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated, pro-rated unless a specific amount is provided below. Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling. If no monthly payment amount is listed below, distribution will be prorated according to plan section 7.2.

Name of creditor

Claim ID#

Claim Amount

Modified interest rate

Modified term
(Months)

Modified P&I

Property taxes
(Escrow)Property Insurance
(Escrow)

Total monthly payment

Estimated total PMTs by trustee

CANDEL COOP (KIA RIO)**Claim #7****\$13,186.05****6.75%****\$15,572.83**☒ To be paid in full 100%

Starting on Plan Month

*Insert additional claims as needed.***PART 4: Treatment of Fees and Priority Claims**

Debtor **JULIO ALBERTO RIVAS RODRIGUEZ**

Case number **23-00245**

4.1 General

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees

Trustee's fees are governed by statute and may vary during the term of the plan, nevertheless are estimated for confirmation purposes to be 10 % of all plan payments received by the trustee during the plan term.

4.3 Attorney's fees

Check one.

☐ **Flat Fee:** Attorney for Debtor(s) elect to be compensated as a flat fee for their legal services, up to the plan confirmation, according to LBR 2016-1(f).

OR

☒ **Fee Application:** The attorneys' fees amount will be determined by the court, upon the approval of a detailed application for fees and expenses, filed not later than 14 days from the entry of the confirmation order.

Attorney's fees paid pre-petition:	\$ 500.00
Balance of attorney's fees to be paid under this plan are estimated to be:	\$ 4,300.00
If this is a post-confirmation amended plan, estimated attorney's fees:	\$

4.4 Priority claims other than attorney's fees and those treated in §§ 4.5, 4.6

Check one.

☐ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

☒ The Trustee shall pay in full all allowed claims entitled to priority under §507, §1322(a)(2), estimated in **\$7,543.07**

Name of priority creditor
INTERNAL REVENUE SERVICE - CLAIM 14-4

Estimate amount of claim to be paid
\$7,543.07

Insert additional claims as needed.

4.5 Domestic support obligations assigned or owed to a governmental unit and paid less than full amount.

Check one.

☒ **None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

4.6 Post confirmation property insurance coverage

Check one.

☐ **None.** If "None" is checked, the rest of § 4.6 need not be completed or reproduced.

☒ The Debtor(s) propose to provide post confirmation property insurance coverage to the secured creditors listed below:

Name of creditor insured	Insurance Company	Insurance coverage beginning date	Estimated insurance premium to be paid	Estimated total payments by trustee
CANDEL COOP, MATURITY DATE 03/01/2026	EASTERN AMERICAN INSURANCE COMPANY	04/01/2026	<u>\$53.00</u>	<u>\$848.00</u>

Disbursed by:

☒ Trustee

☐ Debtor(s)

PART 5: Treatment of Nonpriority Unsecured Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata. If more than one option is checked, the option providing the largest payment will be effective.

Check all that apply.

- ☐ The sum of \$ _____.
- ☐ _____% of the total amount of these claims, an estimated payment of \$ _____.
- ☒ The funds remaining after disbursements have been made to all other creditors provided for in this plan.
- ☐ If the estate of the debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$ _____.

5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.

- ☒ **None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Other separately classified nonpriority unsecured claims.

Check one.

- ☒ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

PART 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

Check one.

- ☒ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

PART 7: Vesting of Property of the Estate & Plan Distribution Order

7.1 Property of the estate will vest in the Debtor(s) upon

Check the applicable box:

- ☒ Plan confirmation.
- ☐ Entry of discharge.
- ☐ Other: _____

7.2 Plan distribution by the trustee will be in the following order:

(The numbers below reflect the order of distribution; the same number means prorated distribution among claims with the same number.)

1. Distribution on Adequate Protection Payments (Part 3, Section 3.6)
1. Distribution on Attorney's Fees (Part 4, Section 4.3)
1. Distribution on Secured Claims (Part 3, Section 3.1) – *Current contractual installment payments*
2. Distribution on Post Confirmation Property Insurance Coverage (Part 4, Section 4.6)
2. Distribution on Secured Claims (Part 3, Section 3.7)
2. Distribution on Secured Claims (Part 3, Section 3.1) – Arrearage payments
3. Distribution on Secured Claims (Part 3, Section 3.2)
3. Distribution on Secured Claims (Part 3, Section 3.3)
3. Distribution on Secured Claims (Part 3, Section 3.4)
3. Distribution on Unsecured Claims (Part 6, Section 6.1)
4. Distribution on Priority Claims (Part 4, Section 4.4)
5. Distribution on Priority Claims (Part 4, Section 4.5)
6. Distribution on Unsecured Claims (Part 5, Section 5.2)
6. Distribution on Unsecured Claims (Part 5, Section 5.3)
7. Distribution on General Unsecured claims (Part 5, Section 5.1)

Trustee's fees are disbursed before each of the distributions above described pursuant to 28 U.S.C. § 586(e)(2).

PART 8: Nonstandard Plan Provisions

8.1 Check "None" or list the nonstandard plan provisions

- ☐ **None.** If "None" is checked, the rest of Part 8 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

Each paragraph below must be numbered and labeled in boldface type, and with a heading stating the general subject matter of the paragraph.

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3.

8.2 This Section modifies LBF-G, Part 2, Section 2.3: Income Tax Refunds to be used to fund the plan:

Tax refunds will be devoted each year, as periodic payments, to fund the plan until the plan's completion. The tender of such payments shall deem the plan modified by such amount, increasing the base without the need of further Notice, Hearing or Court Order. If the Debtor(s) need(s) to the use all or portion of such "Tax Refunds", Debtor(s) shall seek Court's authorization prior to any use of funds.

8.3 This Section modifies LBF-G, Part 3, Sections 3.1, 3.3, 3.4 & 3.7 : Retention of Lien :

The lien holder of any allowed secured claim provided for by the plan in its Part 3, will retain its lien according to the terms and conditions provided by 11 USC 1325 (a)(5)(B)(i)(I) & (II).

8.4 This Provision Supplements Part 3 to provide for the Lifting of the 362(a) Stay:

Debtor consents the relief from automatic stay in favor of Freedom Road Financial, related to 2019 motorcycle Royal Enfield. The vehicle is in debtor's possession. Debtor will surrender motor vehicle. Debtor instructs to the trustee do not distribute payments to creditor's Freedom Road Financial as secured, without prejudice for creditor to amend its claim and recover as unsecured creditor if a deficiency arises.

8.5 This Provision Supplements Part 3 to provide for the Lifting of the 362(a) Stay:

Debtor consents the relief from automatic stay in favor of Popular Auto de PR related to 2020 Infiniti QX50. IT is in debtor's possession. Debtor's instructs to the trustee do not distribute payments to creditor's Popular Auto de PR as secured, without prejudice for creditor to amend its claim and recover as unsecured creditor if a deficiency arises.

8.6 This Provision Supplements Part 3 to provide for the Lifting of the 362(a) Stay:

Debtor consents the relief from automatic stay in favor of CANDEL COOP, related to 2018 Toyota Tacoma. The vehicle is in debtor's possession. Debtor will surrender motor vehicle. Debtor instructs to the trustee do not distribute payments to creditor's CANDEL COOP as secured, without prejudice for creditor to amend its claim and recover as unsecured creditor if a deficiency arises.

Insert additional lines as needed.

PART 9: Signature(s)

/s/ JAIME RODRIGUEZ PEREZ

JAIME RODRIGUEZ PEREZ

Signature of Attorney of Debtor(s)

Date April 5, 2024

/s/ JULIO ALBERTO RIVAS RODRIGUEZ

JULIO ALBERTO RIVAS RODRIGUEZ

Date April 5, 2024

By filing this document, the attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in Local Form G (LBF-G), other than any nonstandard provisions included in Part 8.